

EXHIBIT 3b

Official Form 205 - Involuntary Petition Against a Non-Individual

FILED

AUG 24 2016

BANKRUPTCY COURT
OAKLAND, CALIFORNIA

US Bankruptcy Court, Northern District of California
Case No. 16-42363, Chapter 11, Judge Novak

Leong Partnership, Debtor

Attached Statement #1

RECEIVED
AUG 24 2016
BANKRUPTCY COURT
OAKLAND, CALIFORNIA

Initial matters

This statement applies to information provided on the associated Petition on Form 205 (the "Petition"). I include a declaration above my signature below.

All allegations herein are directly from, or based on plausible inferences from, document evidence I currently possess or control, some provided by the exhibits hereto.

While I submit the Petition *pro se* (and have a substantial background in law) due to the urgent needs noted below, I intend to engage representative legal counsel for purposes of this Petition, in the reasonably near future.¹

I may also, via representative legal counsel once retained, and with additional person(s), authorize and cause the filing, in the near future, of voluntary chapter 11 bankruptcy petitions for the, or some of the, pPNT Companies, and if advised by counsel, seek to coordinate or consolidate those with this Involuntary Petition case.²

Regarding the Exhibits: These are fairly long. I include them not to burden the court, but for the purpose of demonstrating credibility of the summarized points below to commence this case (if the court chooses to initially review the exhibits for this purpose). In any case, I will testify to the matters herein, including the relevant part of the Exhibits, as the court may decide.

Regarding original signatures: I am on travel out of state. I will mail to the court the pages with my original signatures on the Petition and all other signed filings. However, I certify in each that my signatures that appear are in fact my signatures, and I retain proof of that. (I also note that the court accepts electronic 'signatures' of attorneys and parties that file by the electronic method. I am not able to file in that manner, being at this time *pro se*.)

¹ I have experience in legal actions with representative counsel and on *pro se* basis. For example, I filed *pro se* as the lead creditor an involuntary petition of Net Radio Group Communications, LLC., Delaware, 1:03-bk-13532, chapter 7, filed 11/18/2003, closed 12/17/2008. Reasonably soon after the Net Radio petition filing (also filed *pro se* due to an urgent need), I obtained counsel to handle the case.

² I and the additional person(s) would undertake the required corporate actions to authorize these potential Petition filings, under advice of counsel.

Statements to explain and accompany the Petition

1. See Attachment #2 to the Petition: In this regard:

(a) My creditor claims against the Leong Partnership (defined and described below), the Debtor, are in excess of \$100,100,000 (one hundred million, one hundred thousand dollars, at fair market value), of which not less than \$100,000 is cash owed to me: see Exhibit A: this shows that I am owed the sum of \$ 484,853 (not including interest due) for unpaid salary and rent, up to Nov 2015:³ I include for purposes of the Petition qualification (as to total amount of petitioner's debts that meet or exceed the minimum for an involuntary petition) only \$100,000 for this qualification (see 'c' below, as to assignments to Skybridge and Polaris of parts of this \$ 484,853). The two other petitioning creditors' claims are \$100,000 each. I have signed the Form 205 for these two, in my corporate capacity.⁴ Of the \$100,100,000 amount, I include \$100,000,000 which is far less than the amount in value, in current fair market value, of my equity interests and control interests in the pPNT Companies (defined below) that the Leong Partnership has exerted and currently keeps *de facto* and other control over, contrary to the applicable signed agreements with me (and other evidence) and applicable law (and without any findings in support, or ruling, by any court, arbitrator or other legal authority).

(b) Each of these three claims is an unsecured claim. (However, I reserve all rights permissible under applicable law against Leong Partnership to established any lawful form of security, lien, etc.)

(c) Each of these three claims "is not contingent as to liability or the subject of a bona fide dispute as to liability or amount," as that phrase quoted phrase is described and meant in 11 USC § 303 of the Bankruptcy Code. The cash amount due, noted above, is clearly owned and is from the independent accountant for the pPNT Companies, Jose Nunez. The amount regarding the minimum, below-market, value of my equity and control interests noted above is a small fraction of the valuation of Leong, for the Leong Partnership, by his expert A. Musey, provided in a sworn statement in the Leong action to obtain a receivership, before the Superior Court, Alameda County, described below. (See discussion in the Exhibit attached that is the Havens motion to terminate the receivership, as to this A Musey valuation.) The amounts for Skybridge and Polaris, \$100,000 each, are also not subject of any bona fide dispute as to liability or amount, since they are assignments from me of parts of what I am owed in cash, explained above (part of the \$484, 853).

(d) I understand and allege that there are fewer than 12 creditors in total with claims of the nature described in 11 USC § 303(b)(2) and in 11 USC § 303(b)(3)(B).

³ I am owned more after that, and some prior to that not in this sum.

⁴ See Endnote 1 below.

(e) I understand and allege that “The Debtor is generally not paying its debts as they become due, unless they are the subject of a bona fide dispute as to liability or amount,” as that quoted sentence is described in and meant under Bankruptcy Rule 1003(a).

2. Regarding debt nonpayment: The Leong Partnership is not paying its debts, as shown in accounting from Receiver Uecker and as I have been told directly by various creditors listed in the creditor matrix. I can testify to these matters, and present relevant documentary evidence, and seek that other witnesses do so as well.

3. Regarding Venue: I allege this is a partnership subject to proper venue of the US Bankruptcy Court, Northern District of California (Oakland courthouse). The Leong Partnership has, at least, the three partners listed below: Arnold Leong (who alleges to have a principal residence in Reno Nevada) and Mark Griffith and Channing Jones who live in California. The Leong Partnership controls and manages its controlled alleged property (described below) at an office in San Francisco, described in the Petition. Leong claims, in formal arbitration testimony, that he commenced this partnership with me, in or about year 2008, in visits to my office in Berkeley California. Also, Jones and Griffith allege to have commenced their relations with Leong in meetings and dealings in California, with regard to a company called SunCom Mobile & Data, Inc. that used my offices in Berkeley California (from its start and for years) as its offices. The Oakland courthouse is closest to the residences of myself, Jones, Griffith. And in addition, Leong has disclosed that he often lives in the Bay Area. He owned homes in Richmond and El Cerrito California for a long time, and he practiced dentistry there, and it is my understanding that he maintains at least a part time residence in the Bay Area of California.

4. This chapter 11 petition is filed to meet *an urgent need for protection* of the eight FCC-licensee “pPNT Companies” described below, of nationwide scope and importance, over which the Leong Partnership has *de facto* and other control, and various pPNT Companies’ causes of action in legal proceedings over which the Leong Partnership also has *de facto* and other control:

- (1) To protect the many valid creditors and shareholders of these pPNT Companies, located in California and other States,
- (2) To protect the public interest under which the pPNT Companies’ FCC licenses were issued and are governed under the Federal Communications Act (which is the goal of Congress for FCC licensing and regulation, and to goal of the FCC under its policies to grant certain relief to licensees in bankruptcy).
- (3) To protect the public-interest-dedicated assets and business of one of the Companies, Skybridge Spectrum Foundation, a Delaware nonprofit nonstock corporation that is a charitable, educational and scientific private operating foundation with tax exemption under IRC §501(c)(3) as recognized by the Internal Revenue Service and the State of California, that is pursuing critical new nationwide wireless (in joint venture relations with the other Companies

and others) for precision positioning, navigation, and timing (“pPNT”) (also called Cooperative High Accuracy Location or “C-HALO”) as described in a University of California Berkeley C-HALO study on this topic, initiated and funded by charitable grants by Skybridge and the other Companies and myself; and

- (4) To protect against, thwart, and seek compensation for in adversary actions, violations of law, including federal law that are severing damaging the pPNT Companies, their FCC licenses and programs, and the public interest involved, by the Leong Partnership and its partners and agents, including the law in the Federal Communications Act under U.S.C. Title 47 (and related FCC rules), and the Criminal Code under Title 18, including 18 USC §1519.⁵
- (5) Overall, to allow efficient and effective reorganization of the pPNT Companies for their high public interest purposes, described herein, including a by a potential “global settlement” with the FCC and parties before the FCC on matters largely caused and complicated by the Leong Partnership.

This is not a “two party” dispute as I can prove up, including based on information in this Statement, at a hearing or trial in this case. For example, there are many creditors (cash and other claimants) apart from the petitioners (that are not controlled by the petitioners), and there are claims, by, against, and with regard to the Federal Communications Commission where bankruptcy based relief is needed from the bankruptcy court and the FCC, and is available under FCC policies regarding FCC licensee entities in chapter 11 bankruptcy, and available based on a type of shared jurisdiction where a FCC licensee is in bankruptcy as to the FCC licenses involved, shared between the FCC for its regulatory purposes and the bankruptcy court for the “fresh start” purposes of chapter 11.⁶

⁵ As discussed in *Yates v. United States*, 574 U.S. ____ (2015), cited below.

⁶ See, e.g., Bloomberg BNA’s Bankruptcy Law Reporter, 24 BBLR 1633, 12/13/2012. Copyright 2012 by The Bureau of National Affairs, Inc. <http://www.bna.com> :

“ BY STEPHEN B. SELBST AND LESLIE W. CHERVOKAS

“ Judge Michael Lynn of the United States Bankruptcy Court for the Northern District of Texas (the “Texas Bankruptcy Court”) recently enjoined the Federal Communications Commission (the “FCC”) from terminating approximately 700 wireless spectrum licenses held by Chapter 11 debtor FiberTower Networks, Inc. (“FiberTower”).1/

“ 1/ FiberTower Network Services Corp. et al. v. FCC, case 12- 44027, United States Bankruptcy Court for the Northern District of Texas (the “Adversary Proceeding”), ECF #46, Oct. 11, 2012 (“Memorandum Opinion”). [. . .]

“ FiberTower. On September 27, 2012, the United States Bankruptcy Court for the Northern District of Texas (the “Texas Bankruptcy Court”) entered an order enjoining the FCC from terminating FCC licenses held by FiberTower until the conclusion of the FCC’s internal review of FiberTower’s application for an extension or waiver of certain licensing conditions

5. While the cause of these urgent protection needs lies with the improper and unlawful actions of the Leong Partnership, the protection can only be achieved under federal bankruptcy laws and processes. Chapter 11 is needed to protect the pPNT Companies, but the Leong Partnership, in the course of the case, may be subject to Chapter 7 and adversary actions to expose and resolve its false and unlawful basis and takings from the Companies, from their valid creditors and shareholders, and from the Federal Communications Commission's lawful licensing actions and proceedings.

6. The Leong Partnership is a general partnership whose principals partners comprise or include (i) Mr. Arnold Leong ("**Leong**"), a retired dentist, (ii) Mr. Mark Griffith ("**Griffith**") of Berkeley California, and (iii) Mr. Channing Jones ("**Jones**"), of Berkeley California.⁷ These three persons and their addresses are listed on the Form and are described as partners in Exhibit 1, a court Complaint filed by Griffith for himself and his named partners, Leong and Jones (the "Griffith-Leong-Jones Case"), Exhibit 2, a settlement and release executed by Griffith for himself and his partners of the Griffith-Leong-Jones Case ("the Settlement"), Exhibit 3, a Complaint I filed for the defendants (myself and the 8 "Companies" defined below) in the Griffith-Leong-Jones Case against Griffith for breach of the Settlement, Exhibit 4, a filing by Leong before the Federal Communications Commission ("FCC") this year, and Exhibit 5, the Statement of Issues and its attached proof of service in an appeal filed by Skybridge Spectrum Foundation (described below) in the US District Court, Delaware. Exhibit 1C is an email string including Leong, Griffith and others that reflect the Leong Partnership and its purpose (in short, to take over the pPNT Companies and liquidate them). Also, see Exhibit 1B.

Note: I place bar lines in the margins in each of these Exhibits to indicate text that describes the Leong Partnership. Similar margin bars are in other exhibits to indicate relevant text.

7. The following are among the allegations of Jones and Griffith regarding the Leong Partnership (later below, I cite to some of the Leong allegations):

and through the duration of any appeals.²⁹ The initial order was followed by a written decision dated October 11, 2012.³⁰ At issue in FiberTower is how courts are balancing non-pecuniary FCC regulatory issues with bankruptcy policy. [. . .]

"The Texas Bankruptcy Court buttressed its ruling by citing with approval numerous cases in which bankruptcy courts had enjoined actions of federal agencies.⁴⁹ From this it then enunciated the core theory of the opinion: "Once the holder of a license regulated by the Commission declares bankruptcy, the commencement of that bankruptcy case results in shared jurisdiction over the licenses. . .the Commission exercises jurisdiction by virtue of its statutorily-granted regulatory authority, while the bankruptcy court exercises jurisdiction pursuant to its control over the property of the estate." "

⁷ Jones executed a settlement and release and obtained a release. (This resulted from a one-day JAMS mediation in San Francisco.) But right after that, via his attorneys, Jones stated that he destroyed his records of communications relating to his complaint and Leong. I allege that Jones no basis to do that unless he was continuing to play a role in the Leong Partnership and its purposes described herein, and to protect those purposes.

From Exhibit 1, the court Complaint by Mark Griffith for the Leong Partnership dated August 16, 2012, signed by attorneys for Griffith, Leong and the Leong Partnership:

16.... Havens should immediately be required to cede control of the Defendant Companies, and Havens should immediately be forced to provide his business partners, including Mark Griffith, Channing Jones, and Arnold Leong, the ownership interests and control that they were promised by Havens and to which they are lawfully entitled. [Emphasis added.]

The Defendant Companies just noted are the below-defined “pPNT Companies.”

From Exhibit 6, the arbitration statement of claim by Channing Jones of the Leong Partnership, dated March 8, 2012, signed by attorneys for Jones and a main adverse competitor of the Entities, and for the Leong Partnership:

27. As a partner of Jones, and as a managing member of LLCs which Havens claims Jones has an interest [*sic*], Havens owes a fiduciary duty to Jones. [Emphasis added.]

The LLCs just noted are those in the below-defined “pPNT Companies.”

From Exhibit 7, the Jones Letter to an arbitrator that Jones sought, who Leong was already using, James R. Madison, Esq., dated March 9, 2012:

Mr. Leong and Mr. Jones were both partners with Mr. Havens in a 1990 venture called SunCom Communications. Thereafter, Mr. Jones, like Mr. Leong, provided Mr. Havens with substantial funds in connection with Mr. Havens' participation in FCC spectrum auctions....Mr. Jones' and Mr. Leong's ownership interests are interlocking....Mr. Leong claims a 50 percent interest....both Claimants' claims should be heard in the same proceeding. [Emphasis added.]

8. Based upon the preceding, the below allegations by Leong regarding the “oral partnership,” and other evidence, I allege that Leong, Griffith, Jones (and “Doe” partners) are judicially estopped from alleging in response to this Petition that the Leong Partnership, over the pPNT Companies, does not or no longer exists

9. As shown in the Complaint and reflected in the Settlement of the Griffith-Leong-Jones Case, the purpose of the Leong Partnership is to assert and exercise control over the following eight companies as the Leong Partnership property (“the “pPNT Companies”) and over my economic, voting, and management interest in them (“Havens Property”) as additional Leong Partnership property, and to attempt to sell off the Property.

Skybridge Spectrum Foundation (“SSF”)

Telesaurus Holdings GB LLC (“THL”),

Verde Systems LLC (“VSL”),

Environmental LLC (“ENL”),
Environmental-2 LLC (“ENL2”)⁸
Intelligent Transportation & Monitoring Wireless LLC (“ITL”),
V2G LLC (“V2L”), and
Atlis Wireless LLC (“AWL”).

10. SSF is nonprofit private operating foundation, tax exempt under §501(c)(3) of the Internal Revenue Code. SSF is described in Exhibit 8, the “first day declaration” by me in the recent Chapter 11 bankruptcy case of SSF.⁹ SSF’s relation with the above-listed LLCs, and these eight companies’ common business plan, is also described in Exhibit 8. This involves certain forms of innovative nationwide wireless, and over 5,500 FCC radio-spectrum licenses in 900, 200 and 40 MHz ranges. Attached Statement #2 provides additional relevant information on these matters.

11. I am the founder and majority interest holder in the 7 LLCs and the sole Member and current officer in SSF.

12. The Leong Partnership partners, Leong, Griffith and Jones, describe me as their partner, but I am not and never was a partner with any of these three (or any of the “Does”) in any partnership.

13. Before the above-described Leong Partnership with Leong, Griffith and Jones (and Does), Leong alleges he had an “oral partnership” with me that gave him non-dilutable 50% equity and voting-control rights in all FCC licenses and businesses I commence, manage or have ownership in, and that eventually included all of the Companies.

14. At all times, I have denied this Leong allegation and related claims under oath in court and arbitration, and before the FCC.¹⁰ However, Leong alleges that only I can act, as

⁸ ENL2 is fully owned by ENL.

⁹ This case was dismissed, and the dismissal is currently pending on appeal in the US District Court in Delaware. The statement of issues on appeal is attached as Exhibit 9.

¹⁰ For example, see Exhibit 10 (Reply to Opposition to Petition for Reconsideration, Errata Copy, filed before the FCC, on April 15, 2016, by Havens and Skybridge Spectrum Foundation, *In the Matters of: License Transfer of Control Applications filed by Susan L. Uecker, Receiver, for Skybridge Spectrum Foundation (“SSF”)*....File No. 0007061847, File No. 0007067613, which includes (emphasis and text in brackets added):

“ 7....The Havens Declaration filed today in the SSF bankruptcy case (a copy of which may be obtained from the US Courts’ PACER system) shows that (i) Leong gave up claims to any ownership in SSF or its FCC licenses and other property, and (ii) Leong gave up claim to an “oral partnership” (see the Petition), which he employed to allege claims of ownership in SSF and to its licenses, and on each of these basis alone, the Petition should be granted: a copy

the alleged active partner, in his alleged partnership with me: he has alleged that recently before the FCC and in an arbitration.

15. Leong began alleging the above-noted “oral partnership” with me in or about year 2002 as reflected in a Complaint he filed against me in a California Superior Court, Exhibit 11, quoted from below, which he took to arbitration in year 2005, then took back to the same Court in year 2015 to file an Amended Complaint, and based on that, sought and obtained, using false and fraudulent claims, a receivership which was granted (the “Leong-Partnership Receivership” or “LP Receivership”). Exhibit 12 is the initial receivership order (later modified a number of times). Susan Uecker, of San Francisco, is the Receiver, with whom Leong commenced commercial relations about a half year prior to her appointment as a Receiver (shown in public FCC records, and more-recent receivership records).¹¹ The receivership order is on appeal by me. Exhibit 13 is my opening brief. I have also filed a motion to terminate the receivership for good cause, Exhibit 14.

of two Exhibits to that Declaration is attached hereto as Exhibits A and B to demonstrate that Leong gave up these two claims. [...]

“ 9. Leong continues to avoid directly addressing his claims of a hidden co-control [via the “oral partnership”] that he has asserted for 14 years since his 2002 court complaint filing, which Leong and his FCC counsel, Stephen Coran, know are illegal under FCC rules, and which he has never raised directly to the FCC in any challenge of any FCC applications by Havens or of the entities that Leong purports to own or co-control [the “pPNT Companies”], including applications in which the control of the entities was stated contrary to what Leong asserts.

“ 10. Leong has FCC counsel and was always capable of having FCC counsel and was a former owner of cellular companies with his ex-wife, **Tina Chang** Leong, and both applied for Cellular licenses in the 1990s, when they were both married (even though it was not permitted for married couples to separately apply for the lotteries).

“ 11. Leong does not dispute the Petition’s statements regarding Leong’s alleged claims of co- control or those being illegal under FCC rules, including a violation of auction bidding rules if they were true.”

¹¹ Ms. Uecker has no experience or material capability in FCC radio-communication or pPNT licenses, technology and business (which first provide for public safety and emergency alerts). She has some experience in FCC broadcast licenses, shown, e.g., in FCC records of: *In the Matter of Susan L. Uecker, Receiver, Licensee of Radio Station KTRB(AM)*, File No. EB-11-SF-0182 NOV No. V201232960011, *Notice of Violation*, Rel. Dec. 21, 2011:

“This is a Notice of Violation... issued pursuant to Section 1.89 of the Commission’s Rules, to Susan L. Uecker, Receiver (‘Uecker’), licensee of radio station KTRB(AM) in San Francisco, California.” [Then violations in 10 parts, over 3 pages, are listed, relating to the nation’s Emergency Alert System.] “As the nation’s emergency warning system, the Emergency Alert System is critical to public safety, and we recognize the vital role that broadcasters play in ensuring its success. The Commission takes seriously any violations of the Rules implementing the EAS...”

From Exhibit 11, the Leong 2002 Complaint publicly filed in the State of California Superior Court for Alameda County:

In ...1998, Leong and Havens entered into an oral partnership agreement...in connection with...future... radio licensing auction[s] by the Federal Communications Commission.... [with] equal decision making authority.... equal ownership.... At all times... equal decision making authority.... a valid, enforceable and binding agreement.... Havens was to transfer the licenses into Telesaurus Holdings GB, LLC,...[and] Telesaurus VPC, LLC^[12]... Leong... is entitled to the benefit of decision making that results from owning 50% of the licenses and the legal entities.... Because Leong is a 50% owner of the partnership and the LLCs, he is entitled to dissolution... restraining... enjoining Havens... from transacting business of the Havens/Leong Partnership, Telesaurus VPC, LLC, or Telesaurus Holding GB LLC [the licensees] or assigning, transferring, hypothecating or disposing of the... assets [the FCC licenses].... [Emphasis added.]

In years after the above year-2002 initially stated claim, Leong expanded the above “oral partnership” claim to include all of the pPNT Companies and their FCC licensees.

16. Because the Leong alleged “oral partnership” with me, according to the sworn claims of Leong (in court and an arbitration, and in statements to the FCC subject to 18 USC §1001) has as its purpose to control, and does exert *de facto* control over the same pPNT Companies as the Leong Partnership first defined above, it is thus coextensive with and part of Leong Partnership. (There cannot be two partnerships over the same pPNT Companies, and each with Leong.) Herein, I thus include this Leong-alleged “oral partnership” as part of the Leong Partnership. This is also reflected in written communications Griffith disgorged (with approval by and transmitted through his legal counsel) as part of his obligations under the Settlement (Exhibit 2), which was partly performed and in large party breached (Exhibit 3). In these communications, Leong, Griffith and Jones, along with Kirsch and Osman planned further actions under Leong Partnership’ purpose, the takeover of the pPNT Companies by various means.¹³

17. I allege Leong is the principal partner in regards to financing and control in the Leong Partnership, and continuing the Leong Partnership after the breached Settlement as initially indicated herein. However, Leong informed me he was assigning his interests to his adult sons, and he has refused to provide to me documents he was orders to provide in an arbitration, as to his agreements, arrangements and relations with his former wife and others, including the Leong Partnership partners named above, and the “Does” persons listed below.

¹² Telesaurus VPC LLC is currently named Verde Systems LLC.

¹³ The means, shown in these disgorged documents, included the clandestine theft of the pPNT Companies’ internal records while Griffith was a contractor working for these companies’ with access to their offices and computers) including the confidential and trade secret information.

18. Even though Leong alleges I am a partner in the Leong Partnership, he has refused to provide to me access to this partnership's financial and other books and records, and has avoided (with assistance of his attorneys) service of subpoenas for documents and testimony. As noted below, Leong and the other Leong Partners also have admitted in legal proceedings and through their attorneys to destruction of evidence as to their relations and matters of the Leong Partnership.

19. I allege that other persons than those named above are or may be additional partners in the Leong Partnership ("**Does**"), including persons that also have other relationships with Leong, Griffith and Jones, including as licensed and other professionals, and family members. I expect that adversary legal action will be needed to establish the fact of that Does are partners, including due to the practice of destruction of evidence by Leong, Griffith and Jones indicated below. Because I believe, based on current evidence, that the following persons may be, among others, partners in the Leong Partnership, I list them here and include them as "potential partners" in the certificate of service: **Paul Kirsch** and **Richard Osman**, attorneys located in San Francisco, **Helen Wong Armijo** of Reno, Nevada, **Tina Chang**, of Richmond California, and **Bill Peirce** of Georgia.

20. I allege that the Leong Partnership continued and expanded after the Settlement including to (i) conceal and destroy material evidence and obstruct justice for the Leong Partnership purpose, including for extensive FCC proceedings, in violation of law including 18 U.S.C §1519^{14/15} and related Title 18 statutes, and carrying out extensive false claims, including under the Federal False Claims Act,¹⁶ and shown in part in (i) Griffith-Leong-Jones Case, (ii) a

¹⁴ In discussing Section 1519, Senator Patrick Leahy stated "[t]he intent of the provision is simple; people should not be destroying, altering, or falsifying documents to obstruct any government function." Sen. Patrick Leahy, Statement, 148 Cong. Rec. S7418-19 (July 26, 2002).

¹⁵ As discussed in *Yates v. United States*, 574 U.S. ____ (2015), cited below.

"Prior law made it an offense to "intimidat[e], threat[e], or corruptly persuad[e] another person" to shred documents. §1512(b) (emphasis added). Section 1519 cured a conspicuous omission by imposing liability on a person who destroys records him- self. See S. Rep. No. 107-146, p. 14 (2002) (describing §1519 as "a new general anti shredding provision" and explaining that "certain current provisions make it a crime to persuade another person to destroy documents, but not a crime to actually destroy the same documents yourself"). The new section also expanded prior law by including within the provision's reach "any matter within the jurisdiction of any department or agency of the United States." *Id.*, at 14-15."

¹⁶ For example, see the following two articles at regarding FCC licensees, licenses, and nonprofit-entity programs:

(i) <http://www.hwglaw.com/siteFiles/News/BB7959BECA98875C7BD4722C1B6F3F0B.pdf> --

"The E-rate...component of the Universal Service Fund ("USF").... The Universal Service Administrative Company ("USAC"), a private, not-for-profit corporation, administers the USF under the direction of the Federal Communications Commission. In the complaint, the government... charg[es] conspiracy to commit a violation (18 U.S.C. §371), false claims (18

court case and arbitration filed and pursued by Jones as the nominal plaintiff against me and the Companies [[cite]] in coordination with Leong (the “Jones Case”) (Jones executed a settlement of release of that case), and (iii) a court case and arbitration filed and pursued by Leong as the nominal plaintiff.¹⁷ In a further “first day declaration,” I will provide relevant exhibits, some already in public court records. While I don’t assert that such criminal complaints, per se, are subject bankruptcy code proceedings, such crimes may give rise, as in this case, to conditions that require protection under bankruptcy law, and they may be part of actions take in relation to and coordination with actions in a bankruptcy case.

21. When Leong, by asserting and for the Leong Partnership, sought the receivership (see above) he lost member status and position in the LLC Companies (to the degree he had any previously, as he alleges, via the Leong Partnership). Likewise, and lost partner status and position in the Leong Partnership.¹⁸ These losses are based on the relevant provisions in the Delaware LLC Act, and the Delaware Uniform Partnership Act (DUPA). Regarding DUPA, I allege it applies to and governs the Leong Partnership because it was formed and operated, as noted herein, to obtain control over and liquidate the pPNT Companies, all of which were from their start to this day Delaware LLCs (and one Delaware Corporation, Skybridge), and since, for that purpose, Leong signed two LLC Agreements (for THL and VSL, defined above) where these each specified Delaware law as the governing law. (However, I believe that Venue in the Oakland court is proper, as discussed above.)

22. The Leong Partnership partners have not paid any the costs to date, in the several millions of dollars, of the LP Receivership that was sought and maintained only for their

U.S.C. §287), false statements (18 U.S.C. §1001) and wire fraud (18 U.S.C. §1343)... 18 U.S.C. §1503 and the new obstruction provision passed as part of the Sarbanes-Oxley Act, codified in 18 U.S.C. §1519.... [T]he false-claims and false-statements charges indicate that deception of USAC, the private corporation hired to run the program, will be treated as deception of the government itself....using the criminal statutes....”

(ii) https://transition.fcc.gov/oig/FCC_OIG_SAR_March_2011_Final.pdf --

(FCC discussing false claims regarding FCC licensing matters under the Federal False Claims Act. These, in turn, may involve the Title 18 violations discussed in the article described immediately above.)

¹⁷ Leong and Bill Peirce (a potential, “Doe” partner noted below) have described to me that they engage in business together, for decades, including importation of products from China, sometimes also involving Tina Chang (former wife of Leong) and Helen Wong Armijo (see below). I do not know if Leong has Chinese citizens or legal entities involved in the Leong Partnership (which could require special action before the FCC), but I do allege herein violations of Title 18 of the U.S.C. including destruction and concealment of evidence to obstruct justice in federal proceedings.

¹⁸ In sum, these laws provide that where a LLC Member, or general partnership Partner, seek (and in this case get) a receivership (as Leong got) over a substantial portion of that person’s property, that person loses the position and status as a Member or Partner (but retains the underlying economic interest, the same as if they had an assignment of the interests).

interests, and against the interests of the valid pPNT Companies' creditors and shareholder, the FCC, and the public, described in paragraph 2 above. In addition, the Leong Partnership partners have, by the LP Receivership, caused devaluation of the pPNT nationwide FCC licenses, by a large 9-figure amount. See, e.g., Exhibit 14, the Havens motion for termination of this receivership.

23. I will present additional summaries and information if this Petition is disputed, in pleadings and at hearings.

24. I have another statement, Statement #2, that was submitted on 8-22-16 to the court. I could not at that time compete that with the exhibits described in it. The court has instructed my assistant to submit the filings that comprise and support this Petition on a **CD** since otherwise, the paper copies are not efficient for the court to access and use. I will do that as soon as possible, and include on the CD Statement #2 with all its Exhibits.

This Attachment is submitted under the Petitioner's signature on the Form 205, as well as the following Declaration.

I declare that the above statements are true and correct under penalty of perjury, and that all exhibits hereto are true and correct copies of what the purport to be.



Warren Havens

Attachments:

- List of Exhibits
- Endnotes
- The Exhibits

List of Exhibits

See “Introductory matters” section above. These exhibits support factual allegations for purposes of this Petition. Also, vertical margin bar lines are added in some exhibits (not in the originals) to indicate relevant text. The exhibits involve entire documents, not excerpts, to avoid concerns that missing pages may have contrary information regarding these allegations.

Exhibit # Brief Description

- | | |
|----|---|
| A | Summary of unpaid salary and rents owed to Warren Havens |
| 1 | State Court Complaint filed by Mark Griffith |
| 1B | Motion to compel further discovery production by Mark Griffith, and related |
| 1C | Email string of communications between Leong, Griffith, etc. |
| 2 | A settlement and release executed by Griffith for himself and his partners |
| 3 | A court complaint filed against Griffith for breach of settlement |
| 4 | A filing by Leong before the Federal Communications Commission |
| 5 | Skybridge Spectrum Foundation’s Statement of Issues filed in an appeal to USDC |
| 6 | Arbitration statement of claim by Channing Jones |
| 7 | Channing Jones’s Letter to the arbitrator, asking to join Leong arbitration |
| 8 | Warren Havens’ declaration in support of Skybridge’s Request for First Day Relief |
| 9 | There is no exhibit 9. |
| 10 | Skybridge’s <i>Reply to Opposition to Petition for Reconsideration, Errata Copy</i> |
| 11 | Leong’s 2002 state court complaint |
| 12 | Initial state court Receivership Order, entered in November 2015. |
| 13 | Havens’ Appellate Opening Brief regarding the Receivership |
| 14 | Havens’ Motion to Terminate the Receivership |

Endnotes

1. The following are case authorities on the referenced text from Attachment #1 above:

Orsini v. Interiors of Yesterday, 284 B.R. 19; 2002 Bankr. LEXIS 1145 (Bankr. D. Conn. 2002). (No negative subsequent history per Shepard's.)

Lexis Overview: It was noted that neither 28 U.S.C.S. § 1654, Fed. R. Bankr. P. 9010, D. Conn. Bankr. R. 9010-1, nor any other federal statute or rule provided that the filing of a pro se voluntary petition by an artificial entity was void ab initio. 11 U.S.C.S. § 109 defined who could be a debtor and did not mandate a "void ab initio" rule as to such a filing. The petition was not void *ab initio*. Any such defect was cured by an appearance of counsel for the debtor. The appearance was reasonably prompt, and no one had argued that the administration of the case was substantially compromised by the passage of time before the appearance was filed. The debtor had filed its schedules and the meeting of creditors had taken place. Both trustees argued against dismissal. The interests of the creditors militated against dismissal, because of allegations of misconduct by the debtor's management.... The pro se Chapter 7 filing was not "cause" to dismiss the case under 11 U.S.C.S. § 707(a) or to lift the stay.

Orsini was followed in year 2013 by *In re AMRCO, Inc.* No. 13-11086-TMD, Chapter 11, 496 B.R. 442; 2013 Bankr. LEXIS 3029 (Bankr. D. Texas, 2013).

The bankruptcy petition was filed by the corporation "*pro se*," or in other words, by a non-attorney officer of the corporation, Mr. Assadi. See Voluntary Petition, at 3 [Dkt. No. 1].... AMRCO has since retained counsel. Prior to AMRCO's hiring of counsel, the Trustee filed a motion [Dkt. No. 6] requesting that the Court dismiss this case due to the lack of attorney representation of AMRCO, but that motion has been held to be moot. See Order [Dkt. No. 21]. After counsel was retained, no party argued that this Court should find that the case has not been duly commenced, or that the filing should be considered void ab initio. Nor has the Court found any governing case law ordaining such an outcome. To the contrary, the case law appears to support allowing the "cure" of a defective filing upon the prompt retention of counsel. See, e.g., *Memon*, 385 F.3d at 874 ("In virtually every case in which a district court dismissed the claims (or struck the pleadings) of a corporation that appeared without counsel, the court expressly warned the corporation that it must retain counsel or formally ordered it to do so before dismissing the case."); *K.M.A.*, 652 F.2d at 398 (ordering appeal dismissed "unless" attorney appeared on its behalf within thirty days); *Orsini v. Interiors of Yesterday, LLC* (*In re Interiors of Yesterday, LLC*), 284 B.R. 19, 25 (Bankr. D. Conn. 2002) (finding that non-lawyer's filing "of a voluntary petition in bankruptcy" on behalf of a corporation was not "void ab initio").

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Exhibits

These follow below, each with cover pages with the Exhibit number.

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